

ANNEXURE "1"
ALLOTMENT LETTER

No. _____

Date: _____

To

Mr. / Mrs. / Ms. _____

R/o. _____

Telephone/Mobile No.: _____

PAN: _____

Aadhar Card No.: _____

Email: _____

Subject: Your request for allotment of Apartment unit no. _____ admeasuring about _____ Sq. Meters, Carpet area, in building known as Harmony building no. _____ in the project known as First City-Phase 2A (**Project**) having Maha RERA Registration No. _____ being developed on the Project Land admeasuring to an extent of Ac. _____ Cents (i.e. ----- Sq. Meters), on Plot no. 2, Sector 21, Village & Post Khapri (rly.), in Hingna P.S., Taluka Nagpur (rural) having Survey no./ Khasra No. 10 (Part), 22(Part), 24(Part), 47 (Part), 48 (part), 49(Part), 50 (Part).

Sir/Madam,

1. Allotment of the said Apartment unit:

This has reference to your request referred at the above subject. In that regard, I/we have the pleasure to inform that you have been allotted a _____ BHK Apartment unit bearing no. _____ admeasuring RERA Carpet Area _____ Sq. Meters equivalent to _____ Sq. Ft. situated on _____ floor in Building ___/Tower no. _____ in the Project known as "**First City, Phase2A-Harmony 1 & Harmony6**", having MahaRERA Registration No.: _____, hereinafter referred to as "the said unit", being developed on the Land admeasuring to an extent of Ac. 0.72 Cents (i.e. 2899.50 Sq.Meters) bearing Plot No.2, Sector 21, Village & Post Khapri (Rly), in Hingna PS, Taluka Nagpur (Rural) having on the part of Survey / Khasra Nos. 10 (part), 22(part), 24(part), 47(part), 48(part), 49(part), 50(part) for a total **lease** consideration of Rs. _____ (Rupees _____ Only) ("**total price**") exclusive of GST, stamp duty and registration charges.

2. Allotment of garage/covered parking spaces:

Further, we have the pleasure to inform you that you have been allotted along with the said unit, covered car parking (s) bearing No. _____, admeasuring _____ Sq. Meters equivalent to _____ Sq. Ft/ at _____ Level Basement/Podium Bearing no. _____

admeasuring to ____ Sq. Ft. /Stilt Parking bearing no.____ admeasuring ____ Sq. Meters equivalent to ____ sq. ft./ on the terms and conditions as shall be enumerated in the agreement for **lease** to be entered into between ourselves and yourselves.

OR

Allotment of Open Car Parking:

Further, we have the pleasure to inform you that you have been allotted an open car parking bearing no. _____ without consideration.

3. Receipt of Part Consideration:

We confirm to have received from you an amount of Rs. _____ in (Rupees ____ only) (this amount shall not be more than 10% of the cost of the said unit) being ____% of the total consideration value of the said unit as booking amount/ advance payment on _____ (date) through _____ (Mode of payment).

If you fail to make the balance _____ % of the booking amount /advance payment within the time period stipulated above further action as stated in Clause 12 hereunder written shall be taken by as against you.

4. Disclosures of Information:

We have made available to you the following information namely:

- i. The sanctioned Plans, Layout Plans, along with specifications, approved by the Competent Authority / MADC are displayed at the Project site and has also been uploaded on MahaRERA website.
- ii. The stage wise time schedule of completion of project including the provisions for civic infrastructure like water, sanitation and electricity is as stated in **Annexure -A** attached herewith and
- iii. The Website address of MahaRERA is <https://maharera.mahaonline.gov.in/#>

5. Encumbrances:

We hereby confirm that the said unit is free from all encumbrances and we hereby confirm that no encumbrances shall be created on the said unit.

6. Further Payments:

Further payments towards the consideration of the said unit as well as of the garage(s)/covered car parking space(s) shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated/stated in the agreement for **lease** to be entered into between ourselves and yourselves.

7. Possession:

The said unit along with garage(s)/covered car parking space(s) shall be handed over to you on or before 31st December 2027 subject to the payment of the consideration amount of the said unit as well as of the garage(s)/covered car parking spaces in the manner and at the times as well as per the terms and conditions as more specifically enumerated/stated in the agreement for **lease** to be entered into between ourselves and yourselves.

8. Interest Payment:

In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be the state bank of India highest marginal cost of lending rate plus two percent.

9. Cancellation of allotment:

- i. In case you desire to cancel the booking as mentioned in the table hereunder written* would be deducted and the balance amount due and payable shall be refunded to you without interest within 45 days from the date of receipt of your letter requesting to cancel the said booking.

Sr. No.	If the letter requesting to cancel the booking is received	Amount to be deducted
01.	Within 15 days from issuance of the allotment letter	Nil
02.	Within 16 to 30 days from issuance of the allotment letter	1% of the total price of the said unit.
03.	Within 31 to 60 days from issuance of the allotment letter	1.5% of the total price of the said unit.
04.	After 61 days from issuance of the allotment letter	2% of the total price of the said unit.

*The amount deducted shall not exceed the amount as mentioned in the table above.

- ii. In the event the amount due and payable referred in Clause 9 i) above is not refunded within 45 days from the date of receipt of your letter requesting to cancel the said booking, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest marginal cost of lending rate plus two percent.

10. Other Payments:

You shall make payment of GST, Stamp Duty and registration charges as applicable and such other payments as more specifically mentioned in the agreement for lease, proforma whereof is enclosed herewith in terms of clause 11 below mentioned.

11. Proforma of the agreement for **lease** and binding effect:

The proforma of the agreement for **lease** to be entered into between ourselves and yourselves is enclosed herewith for your ready reference Forwarding the proforma of

the agreement for lease does not create binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in clause 12.

12. Execution and Registration of the agreement for **lease**:

- i) You shall execute the agreement for **lease** and appear for registration of the same before the concerned sub-registrar within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you.

* The said period of 2 months can be further extended on our mutual understanding.

* In the event the booking amount is collected in stages and if the allottee fails to pay the subsequent stage instalment, the Developer shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage instalment within 15(Fifteen) days which is not complied, the Developer shall be entitled to cancel this allotment letter. On cancellation of the allotment letter the Developer shall be entitled to forfeit the amount paid by the allottee or such amount as mentioned in the table enumerated in Clause 9 whichever is less. In no event the amount to be forfeited shall exceed the amount mentioned in the above referred table. Except for the above all the terms & conditions as enumerated in this allotment letter shall be applicable even for cases where booking amount is collected in stages.

- ii) If you fail to execute the agreement for lease and appear for registration before the concerned sub-registrar within the stipulated period of 2 months from the date of issuance of this letter, we shall be entitled to serve upon you a notice calling upon you to execute the agreement for lease and appear for registration of the same within 15 days, which if not complied, we shall be entitled to cancel this allotment letter forthwith and further we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said unit and balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period.
- iii) In the event the balance amount due and payable referred in Clause 12 ii) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which the state bank of India highest marginal cost of Lending rate plus 2 percent.

13. Validity of Allotment Letter:

This allotment letter shall not be construed to limit your rights and interests upon execution and registration of the agreement for **lease** between ourselves and yourselves. Cancellation of allotment of the said unit thereafter, shall be covered by the terms of the said registered agreement for **lease**.

14. Headings:

Headings are inserted for convenience only and shall not affect the construction of the various clauses of this allotment letter.

15. Common areas and Maintenance:

- i. The allottee (s) shall have the right to access and enjoy the common areas and amenities available to the lessee(s) of the Apartment units in FCP Phase 1A, FCP-Phase2A and limited common areas and amenities developed or to be developed on the entire First City Project. Further, the allottee(s) hereby covenants and agrees that the allottee(s) will enjoy in common with the all other present/future lessee(s) of the Apartment units in the FCP Phase 1A, FCP-Phase2A and the future phases lessees (s) being developed or to be developed on the balance land of the First City Project all the limited common areas and amenities for the entire project in FCP (as mentioned in the enclosed "Draft" Agreement for Lease) now in or upon or hereafter to be provided in the FCP Phase-1A, FCP-Phase2A and on the future phases being developed or to be developed on the balance land of the First City Project and shall proportionately share the expenses for the maintenance of the same.
- ii. The allottee undertakes to pay the maintenance without fail in any circumstances without any objections and further grants the association, the right to enforce the collection of maintenance dues by withholding utilities including water and electricity for non-payment of dues or any other measure to ensure proper and timely payment by lessee(s).
- iii. The allottee(s) from the due date of the balance lease consideration/final instalment of the said unit shall be liable to proportionately share and pay for the common areas and limited common areas and amenities for the entire project in FCP towards maintenance expenses at the rate as decided by the developer or the agency appointed by the developer for maintenance of all common areas and facilities in the FCP-Phase2A and limited common areas and amenities for the entire project in FCP.
- iv. The allottee shall not occupy or encroach any common areas or open spaces in the the FCP-Phase2A and/or FCP project or disturb or cause nuisance in the premises of any other lessee(s) or occupants.

16. Applicable laws:

- i. In the event that, you choose to avail housing finance or loan from any third party for the purpose of payment of consideration in respect of the said property, under no circumstances, we shall be liable for compliance with any terms and conditions of such loan or financing arrangement that you may enter with the lender/financer/bank.
- ii. Any delay in obtaining the loan from such lender/financer/bank shall not be reason for non-levy of interest under the terms of the allotment.

17. Club:

- i. The Developer has developed a Club house within FCP for the usage of all the allottee(s)/inhabitants of the apartment units in FCP to facilitate the provisions like badminton court(indoor), multi-purpose hall, squash court, gym, swimming pool (outdoor) etc. and any of the facility and/or amenity developed or being developed in future phases on the FCP (hereinafter referred to as 'the Club'). The allottee is entitled to utilise such club facilities and benefits after paying membership charges of Rs. _____/- to the Developer and such other terms and conditions as may be specified in lease deed shall apply to the right to use the said facilities.
- ii. You are entitled to make use of the Club on availability basis and by paying user/subscription charges as may be prescribed, for operating the club. No lessee/allottee shall be claim any exclusive right or ownership over the Club and its facilities/assets and shall use the same with the entire present and future lessee(s) of the FCP.
- iii. In the event that, your Apartment unit is rented out/sub-leased by you to a third party, the occupants of the property shall be entitled to make use of the Club facilities, subject to issuing an authorisation letter by allottee(s) and in such an event, the allottee(s) shall not be entitled to use the Club facilities. Timely and due Payment of Club charges etc. shall however be the responsibility of the allottee herein.
- iv. The facilities of the Club are available for the benefit of the lessee(s)/occupant of the Apartment unit in the FCP, and in the event of transfer of leasehold rights of the Apartment unit, the transferee of the said Apartment unit will be entitled to the benefits of the Club and the transferor shall cease to be member of the Club.

18. Delay in enforcement of terms of this allotment:

- i. Any delay tolerated or indulgence shown by the developer in enforcing the terms of this allotment or any forbearance or giving of time to the allottee(s) shall not be construed as a continuing waiver on their part as any breach or non-compliance of any of the terms and conditions of the allotment to the allottee(s) nor shall the same in any manner prejudice the right of the Developer.

- ii. The Developer shall not be liable to pay the liquidated damages to the allottee(s) on account of force majeure event and/or the developers inability to complete the construction of the FCP-Phase2A.

19. Dispute Resolution:

In the event of any difference or disputes arising between the Developer and the Allottee(s) regarding these terms and conditions of allotment or any matter relating thereto, the same shall be referred to Project Head of the Developer for amicable resolution of the dispute. If the disputes are not resolved within 30 days from the date of reference to the Project Head then the disputes may be referred to the Authority as per the provisions of the Maha RERA / RERA Act, and the Rules and Regulations, there under.

20. Force Majeure:

"Force Majeure" means any of the events or circumstances which are beyond the reasonable control of the Developer and which materially and adversely affect the performance of the Developer and includes the following events and circumstances.

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) Pandemic / Epidemic or plague.

Signature....

Name....

(Developer(s)/authorised signatory)

(Email id)

Date:

Place:

CONFIRMATION AND ACKNOWLEDGEMENT

We have read and understood the contents of this allotment letter and the annexure.
We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

Signature

Name

(Allottee)

Date:

Place:

ANNEXURE A

Stage Wise Time Schedule of Completion of the Project:

Sr. No.	Stages	Date of completion
1	Excavation	
2	Basements (if any)	
3	Podiums (if any)	
4	Plinth	
5	Stilt (if any)	
6	Slabs of Super Structure	
7	Internal Walls, Internal Plaster, Completion of floorings, doors and windows	
8	Sanitary, electrical and water supply fittings within the said units	
9	Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks	
10	External Plumbing and external Plaster, elevation, completion of terraces with waterproofing	
11	Installation of lifts, water pumps, firefighting fittings and equipment, electrical fittings, mechanical equipment, finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to building / wing, compound wall and all other requirements as may be required to complete project as per specifications in agreement of Lease, any other activities.	
12	Internal roads & footpaths, lighting	
13	Water supply	
14	Sewerage (Chamber, lines, Septic tank, STP)	
15	Storm water drains	
16	Treatment and disposal of sewage and sullage water	
17	Solid waster Management & disposal	
18	Water conservation / rain water harvesting	
19	Electrical meter room, sub-station, receiving station.	
20	Others	

Developer(s)/Authorised Signatory

ANNEXURE – B

Format of Lease Agreement